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Mayberry

MASTER DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAYBERRY

Mayberry

"A MASTER PLANNED COMMUNITY" COLORADO SPRINGS, COLORADO

MASTER DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAYBERRY

This Master Declaration of Covenants, Conditions and Restrictions for Mayberry (the "Declaration") dated as of August 11th, 2022, shall be effective upon recordation, and is made by Mayberry Communities, LLC (the "Declarant").

RECITALS

A. The Declarant owns that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. This Declaration does not create a Common Interest Community, as defined in C.R.S. § 38-33.3-103(8), as amended; therefore this Declaration is exempt from and shall not be governed by the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq. because there is no mandatory association or assessments created under this Declaration, and there is no obligation to pay for real estate taxes, insurance premiums, maintenance, or improvements or other real estate or common area created under this Declaration.

C. Pursuant to C.R.S. § 32-1-1004, as amended, and other provisions of Title 32 of C.R.S., the Declarant, in imposing this Declaration on the Property, intends to empower the Metropolitan District (as defined in Section 1.20 below) with the authority to provide covenant enforcement and design review services, to the Property and to use therefore revenues that are derived from the Property.

D. The Declarant now desires to establish certain easements, covenants, restrictions and equitable servitudes for the cooperative development, improvement, use, operation, maintenance, repair and enjoyment of the Property.

E. The Property, and any other real property made subject to this Declaration, shall be part of a planned development created by the Declarant generally known as "Mayberry," located in El Paso County, Colorado, which may include several different Neighborhoods (as defined in Section 1.24). The Neighborhoods may contain different types of Residences (as defined in Section 1.32) and other Improvements (as defined in Section 1.17), including without limitation, single family detached homes, attached homes, multi-family housing, such as townhomes and/or condominiums and apartment complexes, and Community Space (as such term is defined in Section 1.4). Such Neighborhoods may (but are not required to) be subject to covenants, conditions, and restrictions in addition to those set forth in this Declaration pursuant to a Supplemental Declaration (as defined in Section 1.38),and may (but are not required to) be deemed to be a "Common Interest Community" as defined in C.R.S. § 38-33.3-103.

Additional real property may become subject to this Declaration by the recording of a Supplemental Declaration, and the Declarant hereby reserves the right to add additional real property to this Declaration pursuant to the terms hereof.

DECLARATION

NOW, THEREFORE, the Declarant hereby declares that the Property is hereby made subject to this Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained and altered subject to the covenants, conditions, restrictions, limitations, reservations, exceptions and equitable servitudes set forth in this Declaration. The terms of this Declaration touch and concern the Property, and shall (a) run with the land and all parts thereof at law and as an equitable servitude; (b) bind all Persons having or acquiring any interest in the Property or any part thereof; (c) inure to the benefit of and be binding upon every part of the Property and every interest therein; and (d) inure to the benefit of, be binding upon, and be enforceable by the Declarant, its successors in interest, each Owner and each Owner's grantees, heirs, assigns and successors in interest, and each Metropolitan District and any successors in interest thereto.

ARTICLE 1
DEFINITIONS

The following sections define words and phrases which, as used in this Declaration, have the meanings set forth below. Other terms in this Declaration may be defined in specific provisions of this Declaration and shall have the meaning assigned by such definition. Defined words and phrases are indicated in this Declaration by capitalizing the first letter of a defined word or of each word in a defined phrase.

1.1 "Applicable Laws" means the decrees, edicts, laws, orders, ordinances, promulgations, regulations, rules and statutes of all federal, local (including the County and the Metropolitan Districts), or state governments (including, but not limited to, all agencies, departments, divisions or parts thereof) having or from time-to-time exercising jurisdiction or authority over the Property.

1.2 "Builder" means an Owner that (a) acquires one or more Lots from the Declarant for the purpose of developing infrastructure on such Lots and for the construction of residential, buildings thereon for the purpose of selling or leasing such buildings and such Lot to the ultimate purchaser or tenant(s) thereof, and (b) is designated by the Declarant as a "Builder" in a Recorded writing signed by the Declarant. Such Recorded writing may (but is not required to be) part of a Supplemental Declaration and may assign to a Builder some or all of the Declarant's rights under this Declaration, including the Declarant's right to make additional property as designated therein subject to this Declaration.

1.3 "CEC" means the Covenant Enforcement Committee established, if at all, by the Metropolitan District and as appointed in Section 6.2 to carry out the purposes set forth in Article 6 and any other applicable provisions of this Declaration.

1.4 "Community Space" means facilities that are intended to be used by Owners as an amenity related to the Property, and may include, but are not necessarily limited to, a community and/or recreation center as provided in the Planned Development Plan/Zone District Plan dated April 15, 2021. The foregoing list of Community Space is non-exclusive and is intended to encompass those types of Community Spaces that are approved by the County and that will be constructed, and additional types of space which may exist. The term "Community Space" only applies to those facilities that are actually constructed.

1.5 "Community Space Risks" means all risks attendant to or associated with the operation of the Community Space. Such risks include, without limitation, injury to person or property or both arising out of, or resulting from, (a) the construction, design, maintenance, operation, or use of the Community Space, (b) lights and noise associated with the Community Space (including by way of example and not by way of limitation, lights and noise generated by blowers, compressors, crowds, lights used to illuminate night time activities on the Community Space, mulchers, parked cars or vehicles of persons using the Community Space, public events held from time to time on the Community Space, pumps, tractors, traffic, utility vehicles, and wells), (c) trespass, acts, or omissions of persons employed in connection with, using, or otherwise on the Community Space, (d) the use of reclaimed water, treated waste water, or other sources of non-potable water for irrigation and overspray in connection with such use, (e) the use of fertilizers, insecticides, and pesticides in connection with the maintenance of the Community Space, together with overspray in connection with such use, (f) drainage resulting from drainage easements established for the Community Space to the extent such drainage is in accordance with the drainage plan established for the Property, (g) creeks, water courses, and waterways constructed or located on a Tracts, and (h) the fact that the Community Space may constitute or be considered an "attractive nuisance" under Applicable Laws.

1.6 "County" means El Paso County, Colorado.

1.7 "Declarant" means Mayberry Communities, LLC, a Colorado corporation, or any Person or group of Persons acting in concert with Declarant or who is granted or succeeds to any Special Declarant Right or Development Right. The term "the Declarant" also shall include one or more successors in interest which have been designated in writing (which writing shall be Recorded in the Records) by the then existing Declarant who owns all or a portion of the Property.

1.8 "Declaration" means this Master Declaration of Covenants, Conditions and Restrictions for Mayberry, as Recorded in the Records, together with any amendments or supplements to such document.

1.9 "Dispute" shall have the meaning specified in Section 14.9(a).

1.10 "DRC" means the Design Review Committee established, if at all, by the Declarant or the Metropolitan Districts for the purposes set forth in Article 5 and any other applicable provisions of this Declaration.

1.11 "Development Period" means the period of time beginning upon the date of Recording of this Declaration and expiring fifty (50) years after recording of this Declaration, or such shorter period as deemed necessary by the Declarant to comply with any regulations of HUD or other Governmental Mortgage Agencies.

1.12 "Easements" shall have the meaning specified in Section 12.1.

1.13 "Fines" means any monetary penalty imposed by the Metropolitan Districts against a Lot Owner due to a Violation of this Declaration or the Rules and Regulations by such Lot Owner, a member of the Lot Owner's family or a tenant, guest or invitee of the Lot Owner or any of the foregoing.

1.14 "Government Mortgage Agencies" means the FHA, the VA, the FHLMC, GNMA, FNMA, or any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase mortgage loans.

1.15 "Guidelines" means the Design Guidelines promulgated and adopted by the Metropolitan District and administered by the appropriate acting authority pursuant to Article 5.

1.16 "HUD" means the United States Department of Housing and Urban Development.

1.17 "Improvements" means all structures, facilities and appurtenances of any kind located or occurring in or on any portion of the Property including, but not limited to, the following: Residences, buildings, structures, pools, trampolines, basketball backboards, outdoor play structures, gazebos, hot tubs, tree houses, fences, walls, hedges, plantings, landscaping, sprinkler systems, "yard art" (including, without limitation, all statues, decorative pieces· and other pieces of art located in the yard area of any Lot which are intended to remain in place longer than typical holiday period decorations; holiday period decorations which are in place for less than six (6) weeks are specifically excluded from this definition of Improvements), lighting, poles, driveways, parking areas, sidewalks, patios, decks, signs, changes in any existing exterior color or shape, excavation and 'site work, removal of trees or plantings, walkways, trails, paving, parking areas, satellite dishes, antennae, garages, carports, driveways, retaining walls, fixtures, solar equipment, exterior tank, and exterior heating and/or air conditioning equipment and any new exterior construction or exterior improvement on a Lot which may not be included in the foregoing. The term "Improvements" includes both original improvements and all later changes, modifications, and improvements on a Lot.

1.18 "Lot or Lots" means a physical portion of the Property, which is designated for separate ownership or occupancy, the boundaries and identifying number of which are described in a Supplemental Declaration applicable to such Lots.

1.19 "Mayberry Documents" means the Development Agreement (Mayberry) dated April 15, 2021, all amendments thereto, and all Plats and plans for the Property, and all construction drawings, utility plans, engineering plans, drainage plans and subdivision or development agreements approved by the County.

1.20 "Metropolitan District" ("District") shall mean Mayberry Colorado Springs Metropolitan Districts No. 3 relative to the portion of the Property within the boundaries of Mayberry Colorado Springs Metropolitan District No.3, and/or any other metropolitan district(s) or authority or other similar entity formed by such Metropolitan District relative to the administration and operation of the same to which any of the above named Metropolitan Districts may transfer or assign any or all of the rights and duties of such District under this Declaration. Any such assignment or transfer, if any, shall be effective up Recording in the County of a document of transfer or assignment executed by each applicable Metropolitan District. The Metropolitan Districts are public entities, and as such are entitled to sovereign immunity in accordance with Applicable Laws. No provision of this Declaration shall be deemed to waive the sovereign immunity of the Metropolitan Districts.

1.21 "Mortgage" means any mortgage or deed of trust or other similar instrument, given voluntarily by the Owner of a Lot, encumbering the Lot to secure the performance of an obligation the payment of a debt and which is to be released upon performance of the obligation or payment of the debt. The term "Deed of Trust" as used herein is synonymous with the term "Mortgage." "First Mortgage" means a Mortgage which has priority over all other security interests in a Lot, other than statutory liens for taxes, public improvement fees ("PIFs") and special assessments and shall include an executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is the seller, whether such contract is owned by the Veterans Administration or its assigns, and whether Recorded or not.

1.22 "Mortgagee" means a mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee. "First Mortgagee" means any Person named as the mortgagee or beneficiary under any First Mortgage, or any insurer or guarantor of a First Mortgage, including the Administrator of Veterans Affairs for the Veterans Administration.

1.23 "Mortgagor" means the Person who mortgages his or its property to another (i.e., the maker or grantor of a Mortgage). The term "Mortgagor" shall include a trustor or granter under a Deed of Trust.

1.24 "Neighborhood" means any area of the Property having a similar type of use, such as an area with detached single-family homes, an area with multi-family housing, such as townhomes and/or condominiums. The area of Property within a specific Neighborhood may be identified as such in a Supplemental Declaration, or it may simply be an area of Property subject to this Declaration which is comprised of similar uses, and which is designated as a Neighborhood by the Declarant or the applicable Metropolitan District. A Neighborhood may contain more than one type of use if so stated in the Supplemental Declaration for that Neighborhood or as approved by the Declarant or the applicable Metropolitan District.

1.25 "Neighborhood Association" means any Colorado corporation, nonprofit corporation or limited liability company, and its successors and assigns, organized, established or authorized pursuant to this Declaration.

1.26 "Notice of Violation" means written notice given by the District or the CEC, if any, to an Owner notifying the Owner that such Owner is responsible for a Violation of the Restrictions, which may include notification of the time period in which the Owner has to correct, remedy or otherwise remove the Violation, or notification of the date, time and place of a hearing related thereto.

1.27 "Owner" means the Declarant or any other Person, or, if more than one, all Persons collectively, who hold fee simple title of Record to a Lot, including sellers under executory contracts of sale but excluding buyers thereunder, and further excluding any Mortgagee or other Person having an interest in a Lot solely as security for an obligation.

1.28 "Person" means any natural person, corporation, partnership (general or limited), limited liability company, governmental entity, association, trust, or any other entity or combination thereof.

1.29 "Plat" means collectively the Recorded plats of the Property, and all Recorded amendments, corrections and replats, together with any subsequently Recorded plats of the Property or other real property which becomes subject to this Declaration.

1.30 "Property" means and refers to the real property described on Exhibit A, and as of any particular time, any additional real property that has been annexed or otherwise made subject to this Declaration by a Supplemental Declaration.

1.31 "Records" means the official real property records maintained in the office of the Clerk and Recorder of El Paso County, Colorado; "to Record" means to file for recording in the Records; "of Record" and "Recorded" means having been recorded in the Records, and "Recording" means the act of recording a document or instrument in the Records.

1.32 "Residence" means a single-family residential dwelling constructed within the Property, specifically including, but not limited to, a detached home, an attached home, or an apartment or a condominium unit or other separate living unit within a multi-family home.

1.33 "Residential Use" means a use for dwelling or housing purposes.

1.34 "Restrictions" means (a) this Declaration as amended from time to time, and (b) the "Rules and Regulations" from time to time in effect.

1.35 "Rules and Regulations" means any instruments, however denominated, which are adopted by the District for the regulation and management of the Property, including all amendments to those instruments. The term "Rules and Regulations" specifically includes the Guidelines.

1.36 "Special Declarant Rights" means rights which only the Declarant bas the right to exercise as enumerated in this Declaration.

1.37 "Subdistrict" means any special improvement district or District designated in a Supplemental Declaration which includes within its boundaries a portion of the Property and whose residents are less than all of the Owners of Lots which are subject to this Declaration.

1.38 "Supplemental Declaration" means a written instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof, which may be Recorded against real property described therein and which subjects such described real property to the terms, conditions, and restrictions of this Declaration. Any additional use restrictions contained in a Supplemental Declaration shall apply only to the real property described in the Supplemental Declaration.

1.39 "Telecommunication Facilities" means all facilities installed and used in the distribution of Telecommunication Services (including, but not limited to, cables, cabling conduits, cabling interfaces, conduits, cross connect panels, equipment cabinets, fiber, fiber interfaces, fiber transceivers, lines, network interface units, pads, patch panels and cords, pipes, power interfaces, routers/bridges, service drop wiring and service laterals, sleeves, test equipment, wires, and other structures and improvements). The Declarant Intends for all low voltage utilities to be located along the rear property lines of each block

1.40 "Telecommunication Facilities and Utilities Easement" shall have the meaning specified in Section 12.5(a). The Declarant Intends for all low voltage utilities to be located along the rear property lines of each block

1.41 "Telecommunication Services" means cable, cable television, computer, data transmission, internet and intranet access and service (and any new or replacement technology), telecommunication, telephone, television, and other means of communicating, receiving, and transmitting audio, video, visual, and other data signals through electrical, light wave, radio, or other technology, whether now existing or hereafter developed. The Declarant Intends for all low voltage utilities to be located along the rear property lines of each block

1.42 "Tract" means any portion of the Property designated on a Plat as a Tract, and owned by the Declarant, the County, the District, or other governmental entity. Unless otherwise stated, Tracts are not subject to the provisions of this Declaration.

1.43 "Utilities" means all utility services necessary or convenient for the use and enjoyment of the Lots (including, but not necessarily limited to, electric, gas, water, sewer service and Telecommunication Facilities).

1.44 "Violation" means (a) an Improvement that has been performed without obtaining the DRC's approval, (b) an Improvement that was not performed in substantial compliance with the approval that was granted by the DRC (including, without limitation, any time periods for completion), or (c) any other violation of the Restrictions by an Owner.

ARTICLE 2
DEVELOPMENT OF THE PROPERTY/ANNEXATION

2.1 Subdivision and Development by the Declarant. The Declarant has designated or intends to designate all or a portion of the Property for residential development and related uses.

2.2 Merger. The properties, rights and obligations of the District by operation of law may be transferred to another surviving governmental entity or consolidated association similar in nature and purposes. The surviving governmental entity or consolidated association may administer the covenants and restrictions established upon any other basis as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration within the Property except as expressly hereinafter provided.

2.3 Manner and Effect of Annexation. Portions of real property as generally described in the Mayberry Documents in addition to the Property, from time to time, may become part of and made subject to this Declaration as hereinafter set forth.

2.4 Supplements to this Declaration. If the Declarant elects to submit any additional real property to this Declaration, such additions shall be described in and effected by a duly Recorded Supplemental Declaration. The Recording of any such Supplemental Declaration and the resulting expansion of the Property shall not require the consent or ratification of any Owner other than the Declarant. A Supplemental Declaration may impose on the real property described therein additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and provisions other than those set forth in this Declaration, taking into account the unique and particular aspects of the Neighborhoods within the real property covered thereby. Upon Recordation of a Supplemental Declaration, the portion of the real property subject to the Supplemental Declaration shall become part of the Property and shall be subject to all covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, except to the extent permitted hereunder and otherwise specifically stated in the Supplemental Declaration. Any additional use restrictions contained in a Supplemental Declaration shall only apply to the real property subject to that Supplemental Declaration.

2.5 No Annexation Required, Contraction of Property. Notwithstanding any other provision of this Declaration to the contrary, nothing in this Declaration shall be construed to obligate the Declarant to make any real property other than the Property subject to this Declaration. The Declarant expressly reserves the right, in its sole discretion, from time to time to remove or withdraw any portion of the Property effective upon the Recordation of a written instrument, executed by the Declarant, referring to this Declaration, describing such portion and declaring that such portion shall thereafter be withdrawn from the Property under this Declaration. The recording of any such written instrument and the withdrawal of any portion of the Property shall not require the consent or ratification of any Owner or other owner of any portion of the Property other than the Declarant but shall require the written consent of the Owner of the portion of the Property

being withdrawn, if and only if at the time such portion of the Property then being withdrawn from the Property is not then owned by the Declarant.

ARTICLE 3
METROPOLITAN DISTRICT

3.1 Powers and Authority. The Property is located within the boundaries of one or more of the Metropolitan Districts. Each Metropolitan District, as to the portion of the Property within that District (or the assignee of the same as provided in Section 1.20) shall have, and may exercise with regard to the Property within such Metropolitan District, all powers and authority reasonably necessary to administer their rights and duties under this Declaration, including, without limitation: (a) the power to adopt and amend budgets for revenues, expenditures, and reserves; (b) the power to collect taxes and fees for expenses from the Owners to administer its duties and obligations provided in this Declaration; (c) the power to manage and enforce the Restrictions provided herein; (d) the power to contract with a third-party property manager for the management of the Property and/or for all other duties and responsibilities related to the overall operation of the Property; (e) the power to adopt Rules and Regulation; and (f) all other rights, powers and authority necessary to enforce this Declaration. Additionally, the Metropolitan District, acting through its governing board, shall have the power to levy reasonable fees, Fines and penalties for Violations of any provision of this Declaration and/or the Rules and Regulations as allowed by its Service Plan and Applicable Law.

3.2 Enforcement of Guidelines and Restrictions. Each Owner, by its acceptance of title to a Lot, hereby assigns and delegates and consents to the assignment and delegation to the Metropolitan District, in their own name as an Owner of property within the Property and on behalf of all Owners of Lots, the authority, power, right, and responsibility to enforce the covenants, Rule and Regulations, Guidelines, and Restrictions contained in this Declaration. The enforcement of the covenants, Rules and Regulations, Guidelines and Restrictions shall be conducted by the District in accordance with Applicable Laws.

3.3 Cooperation with the Metropolitan Districts. The District shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any Neighborhood Association, any other community associations, any other governmental or quasi-governmental entity, and/or any other districts in furtherance of performing the services called for under this Declaration.

ARTICLE 4
MAINTENANCE

4.1 Maintenance of Property and Improvements. At all times all Lots within the Property shall be maintained in accordance with the expectations established by the Districts DRC and CEC, and all Lots within the Property, including all Improvements and landscaping, shall be kept, and maintained in a clean, safe, and attractive condition, in good repair, as determined by the Metropolitan District. All maintenance, repair and upkeep by Lot Owners shall be performed in a manner considered acceptable to the Metropolitan District, and in a manner which complies with this Declaration and the Rules and Regulations. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or improvements located thereon from its natural or improved state existing on the date such Lot was first subject to this Declaration shall be made or done without compliance with the procedures set forth in Article 5 of this Declaration.

4.2 Maintenance of Landscaping. Unless installed by the Declarant or Builder, the initial landscaping on a Lot shall be installed on the side, front and back yards of each Lot by the Owner. The first Owner of a Lot other than a Declarant or Builder shall, to the extent not installed by the Declarant or Builder, install landscaping within the first growing season in effect after acquisition of title to such Lot; provided, however, that if such acquisition occurs between the months of October and March, landscaping will be installed in the subsequent spring following such acquisition. Landscaping plans and sprinkler system plans must be submitted to the DRC for review, and the approval of such plans shall be obtained from the DRC prior to the installation of landscaping and sprinkler systems. Each Owner shall maintain landscaping inside any approved fencing installed on such Owner's Lot in a neat, clean, safe and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of dead plants. Each Owner shall not damage or degrade the front yard landscaping in any manner. The District shall repair and maintain landscaping and supply irrigation water (which may be non-potable water, as determined by the District in its sole discretion) for all landscaped areas outside of the fencing, whether the property is private or within a recorded easement or public right-of-way. The District shall invoice each applicable Owner for all costs and expenses associated with such landscape maintenance and irrigation services performed on each such Owner's Lot.

4.3 Fencing and Maintenance of Fencing by Owners. No fence, including a fence for the containment of any pets permitted by the Restrictions, may be constructed by an Owner on a Lot without the prior approval of the DRC. Any fences constructed on a Lot (including, without limitation, any fences constructed by Declarant, Builder, or the District) must be repaired, replaced and maintained by the Owner of that Lot, and/or by each of the Owners of adjacent Lots in the event such fence is located on a Lot boundary line between the adjacent Lots and shared by such Lots, and such Owners shall be responsible for maintaining, repairing, and replacing the portion of the fence that faces the Owner's Lot. The cost of reasonable maintenance, repair and replacement of a fence shall be shared equally by the Owners of the adjacent Lots sharing the fence. All fencing shall be maintained and treated with products and colors previously approved by the DRC. If a shared fence is destroyed or damaged by fire or other casualty, all Owners whose Lots abut the fence shall be obligated to replace said fence (or all applicable damaged portions thereof). All

costs to replace any such damaged or destroyed fence shall be shared equally amongst the Owner(s) of all Lots that abut said fence. In the event one such Owner incurs costs to repair any such damaged or destroyed fence, said Owner shall be entitled to seek reimbursement from all other abutting Lot Owners for each such Owner's applicable portion of the full replacement costs, subject, however, to the right of any such Owner to call for a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this Declaration, an Owner who by his, her or its negligence or willful acts causes a shared fence to be damaged shall bear the entire cost of repairing such damage. Within ten (10) days after the occurrence of the damage, the Owner causing such damage shall commence to repair or reconstruct the damaged fence to its original condition and shall diligently complete all such repairs and reconstruction. If such Owner shall fail to do so, then the non-responsible Owner of a Lot abutting such fence may do so at the sole cost and expense of the Owner causing such damage. All repairs and maintenance shall conform to existing fence materials and finishes.

4.4 Fencing and Maintenance of Fencing by District. The Declarant, the District, or Builder may install perimeter fencing along exterior portions of the Property or a Neighborhood. Some portions of such fencing may be constructed on Lot boundary lines, and other portions may be constructed adjacent to and/or within the Lots. Owners of Lots with perimeter fencing (either on the Lot boundary line or appurtenant to said Lot) may be responsible for maintaining the portion of the fence that faces the Owner's Lot, to the extent such Owner is also responsible for landscaping and maintaining his or her Lot. Notwithstanding any other provision of this Declaration, an Owner who, by his, her or its negligence or willful acts, causes a perimeter fence to be damaged shall bear the entire cost of repairing such damage. Within ten (10) days after the occurrence of the damage, the Owner causing such damage shall commence to repair or reconstruct the damaged fence to its original condition and shall diligently complete all such repairs and reconstruction. If such Owner shall fail to do so, then the District may do so at the sole cost and expense of the Owner causing such damage. All repairs and maintenance shall conform to existing fence materials and finishes.

4.5 Maintenance of Drainage. Each Owner shall maintain the grading upon such Owner's Lot (including grading around the building foundation) at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes, so as to maintain the established drainage. Each Owner agrees that it will not in any way interfere with the established drainage pattern over the Owner's Lot. In the event that it is necessary or desirable to change the established drainage over any Lot, then the Owner thereof shall submit a plan to the DRC for its review and approval. For purposes of this Section 4.5, "established drainage" means the drainage which exists at the time final grading of a Lot by the Declarant or by a Builder, is completed.

4.6 Additional Requirements in Supplemental Declarations. Notwithstanding the foregoing provisions of Sections 4.1 to 4.5, a Supplemental Declaration may adopt additional maintenance requirements for certain Subdistricts or Neighborhoods subject to such Supplemental Declaration, provided that such Supplemental Declaration has been approved by the Declarant and otherwise conforms to the requirements of Section 2.4.

4.7 Districts' Right to Perform Work. In the event any Lot Owner shall fail to timely and/or satisfactorily perform any maintenance, repair or upkeep obligations of such Lot Owner, the District may give written notice to the Lot Owner of the work required to be performed, and, if such failure to perform the work continues for a period of thirty (30) days after such notice has been given, the District may enter upon the Lot and perform the necessary maintenance, repairs or upkeep including grading; provided, however, that the District may, but shall not be required to, enter upon a Lot in order to perform maintenance, repairs or upkeep without prior notice to the Lot Owner in the event of an emergency, as determined by the District in its reasonable discretion. The cost of any such maintenance, repair or upkeep shall be the personal obligation of the Lot Owner and shall be part of the Metropolitan District's lien as described in Section 6.5(c)(v) and shall be collectible by the District in the same manner as other fees authorized to be charged and collected by the District pursuant to Applicable Law.

4.8 Damage by Owner. Notwithstanding anything to the contrary contained in this Declaration, in the event the need for the District to maintain, repair or replace any portion of any property owned and/or maintained by the District is caused by the negligence, willful act or other misconduct of an Owner, or a member of such Owner's family or a guest, invitee or tenant of an Owner, or any Person acting by, for or under any of the foregoing, the costs of such repair, replacement or maintenance shall be the personal obligation of such Owner, and the costs, expenses and fees incurred by the District for the same shall be the personal obligation of such Owner shall be part of the District's lien as described in Section 6.5(c)(v), and shall be collectible by the District in the same manner as other fees authorized to be charged and collected by the District pursuant to Applicable Law.

ARTICLE 5
DESIGN REVIEW COMMITTEE

5.1 Design Review Committee and Design Guidelines. The Design Review Committee ("DRC") shall consist of three (3) regular members and up to two (2) alternate members, each of whom shall have the right to attend all meetings of the DRC and, in the absence of any regular member at any such meeting, vote on all matters that come before the DRC at that meeting. All regular and alternate members of the DRC shall be appointed by Declarant so long as Declarant owns a Lot in the Property, and Declarant shall have the right to assign this power of appointment, as to one or more members of the DRC in its sole discretion. From and after the earlier of (a) the date on which there is deemed to be no Declarant under this Declaration, and (b) the date on which all Lots within the Property have been conveyed to and/or are owned by Persons other than Declarant, all regular and alternate members of the DRC shall be appointed by the Metropolitan District. Any member of the DRC may be removed at any time by the entity that appointed that member (the "Appointing Entity"), and each member shall serve for a term as may be designated by the Appointing Entity or until resignation or removal by the Appointing Entity. The DRC shall be responsible for the ministerial administration and application of the Guidelines to facilitate the purposes and intent of this Declaration. Separate and distinct Guidelines may apply to one or more specific Neighborhoods within the Property. Other Guidelines may apply to the Property as a whole. All such Guidelines shall be prepared and adopted by the Metropolitan District. The District

may promulgate, amend, vary, repeal and augment the Guidelines from time to time, in its sole discretion based on concerns for good planning and design, the aesthetic, architectural and environmental harmony of Mayberry, or other factors considered necessary or desirable to fulfill the intent of the Guidelines. In the event of any conflict between the Guidelines and this Declaration, this Declaration shall control. The Guidelines may include, among other things, those restrictions and limitations set forth below:

(a) Standards establishing an architectural theme and requirements pertaining to building style and design, colors, construction materials and site planning.

(b) Procedures for making an application to the DRC for approval, including the documents to be submitted and the time limits for such submission.

(c) Time limitations for the completion, within specified periods after approval, of the Improvements for which approval is required under the Guidelines.

(d) Designation of building setbacks.

(e) Minimum and maximum areas of living space that may be developed on any Lot.

(f) Limitations on the height of any Residence or other Improvement.

(g) Specifications for the location, dimensions and appearance or screening of any fences, accessory structures, antennae or other such Improvements.

(h) Landscaping regulations.

(i) General conditions for the construction, reconstruction, refinishing or. alteration of any Improvement.

(j) Rules for construction activities, as well as maintaining construction sites and adjacent areas.

5.2 Purpose and General Authority. The DRC shall review, study and either approve or reject proposed Improvements, including landscaping, on the Property, all in compliance with this Declaration and as further set forth in the Guidelines and such Rules and Regulations as the District may establish from time to time to govern its proceedings. No Improvement shall be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor shall any construction, repair or reconstruction be commenced until plans for the Improvements shall have been approved by the DRC; provided, however, that Improvements that are completely within, and not visible from the outside of, a building may be undertaken without such approval. All Improvements shall be constructed only in accordance with plans therefor approved by the DRC. In addition to reviewing and approving plans for Improvements, the DRC may review applications from Owners regarding proposed variances from the Restrictions or the Guidelines and approve or disapprove the same.

5.3 Approval of Improvements Required. Except as may be otherwise set forth in a Supplemental Declaration, the approval of the DRC shall be required for any Improvement on any Lot except where prior approval of an Improvement on a Lot has been waived by the DRC or certain Improvements have been exempted in writing by the DRC or specifically exempted in the Guidelines. The foregoing notwithstanding, the approval of the DRC shall not be required for any Improvement made by the Declarant, or for any Improvement made by a Builder, the plans for which have been approved by the Declarant in writing.

5.4 Improvement Defined. An Improvement requiring approval of the DRC means and includes, without limitation: (a) the construction, installation, erection, or expansion of any building, structure, or other Improvement, including utility facilities and fences; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvement; (c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation of landscaping on a Lot or replacement of more than five percent (5%) of the total organic landscaped area on a Lot with non-organic landscape materials; (e) any change or alteration of any previously approved Improvement, including any change of exterior appearance, color or texture; and including any of the Improvements as defined in Section 1.17.

5.5 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement requiring DRC approval, including landscaping, to a Lot, the Owner proposing to make such Improvement (the "**Applicant**") shall submit to the DRC at its offices or at such place as it may designate for such purpose such descriptions, sketches, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the DRC reasonably shall request showing the nature, kind, shape, height, width, color, materials and location of the proposed Improvement. The DRC may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement. Until receipt by the DRC of all required design review fees and materials in connection with the proposed Improvement, the DRC may postpone review of any materials submitted for approval.

5.6 DRC Approval. The DRC, by majority vote, shall approve plans and specifications submitted to it only if it determines that the construction, alteration and additions contemplated thereby, and in the location as indicated, will comply with this Declaration, the applicable Supplemental Declaration, and the Guidelines, and will serve to preserve and/or enhance the values of the Lots within the Property and will maintain a harmonious relationship among structures, vegetation, topography and the overall design of the Property. All plans and specifications submitted to the DRC shall be drawn to scale and include such detail necessary for the DRC to make an informed review of such plans and specifications. The DRC may reject any plans and specifications it deems to be insufficient, in its sole and absolute discretion. The DRC may condition its approval of plans and specifications for improvements on such changes therein as it deems appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving the material submitted. The DRC shall consider the proposed quality of workmanship, type of materials and harmony of exterior design with other

portions of the Property. No building, other structure or landscaping shall be erected or allowed to remain on any Lot which violates this Declaration. The issuance of a building permit by the County or other governmental authority having jurisdiction over the Property shall not prevent or prohibit the DRC from enforcing the terms and provisions of this Declaration. Furthermore, any approval granted shall not be considered a permit to build under applicable governmental regulations. Compliance with the provisions of Article 5 hereof is not a substitute for compliance with the County and other governmental building, zoning and subdivision regulations and other Applicable Laws, and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction of improvements. Furthermore, DRC approval does not approve or guarantee engineering design or compliance with Applicable Laws and does not constitute any representation by the DRC as to such matters. The Owner is solely responsible for all such compliance. By approving plans and specifications, neither the DRC, its members, the Metropolitan District, nor the Declarant assumes any liability or responsibility for engineering design, construction, valuation, or that the approved plans and specifications will maintain a harmonious relationship among structures, vegetation, topography or the overall design of the Property, or be in compliance with Applicable Laws.

5.7 Failure of DRC to Act on Plans. Any request for approval of a proposed Improvement shall be deemed disapproved, unless written approval is transmitted to the Applicant by the DRC within sixty (60) days after the date of receipt by the DRC of all required fees and materials, If additional fees, information, or materials are requested by the DRC, the sixty-day time period within which the DRC is required to make its decision shall be automatically extended to sixty (60) days after the DRC receives the requested fees, information, or materials.

5.8 Prosecution of Work After Approval. After approval of any proposed Improvement by the DRC, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed Improvement, any materials submitted to the DRC in connection with the proposed Improvement, and any conditions imposed by the DRC. Failure (a) to complete the proposed Improvement within twelve (12) months after the date of approval or such other period or extension of the initial twelve-month period as specified in the Guidelines or in writing by the DRC, or (b) to complete the Improvement in accordance with the description and materials furnished to, and the conditions imposed by, the DRC, shall constitute noncompliance with the requirements for approval of the Improvement.

5.9 Notice of Completion. Upon completion of any Improvement, the Applicant shall submit a written notice of completion to the DRC requesting final approval of the Improvement. No Owner or Builder shall seek a certificate of occupancy for any Improvement until receipt of final approval from the DRC.

5.10 Inspection of the Work. Any member or authorized agent or consultant of the District or the DRC may enter upon any Lot at any reasonable time after notice to the Owner as set forth in Section 12.2, without being deemed guilty of trespass, in order to inspect any Improvement on a Lot prior to or after completion in order to determine whether or not the Improvement is being completed or has been completed in compliance with the approval granted pursuant to Section 5.6. Failure of the DRC to inspect the work shall not relieve the Applicant

from its obligations to comply with this Declaration or all conditions of approval or prevent the District or the DRC from pursuing all remedies available to it in the event of any Violation.

5.11 Discretion and Variances. The DRC may, but is under no obligation to, authorize variances from compliance with any of the provisions of the Restrictions and the Guidelines, including restrictions on height, size, floor area, or placement of structures or similar restrictions, taking into account circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations. Such variances must be in writing and shall become effective only when signed by at least a majority of the DRC. If any such variance is granted, no Violation of the provisions of the Restrictions or the Guidelines shall be deemed to have occurred with respect to the matter for which the variance is granted. However, the granting of a variance shall not affect in any way the Owner's obligation to comply with any conditions imposed by the DRC in granting the variance.

5.12 No Implied Waiver or Estoppel. No action or failure to act by the DRC, including the granting of a variance, shall constitute a waiver or estoppel with respect to future action by the DRC with respect to any matter covered by this Declaration. Specifically, the approval by the DRC of any Improvement or granting of a variance shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement on the same Lot or any other Lots or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement on the. same Lot or any other Lot.

5.13 Changes to Approved Plans. Any and all changes or alterations whatsoever to plans previously approved by the DRC must be reviewed and approved by the DRC.

5.14 Binding Effect. The actions of the DRC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before.it, shall be conclusive and binding on all interested parties.

5.15 Fees and Expenses. Except as provided in the next sentence, all expenses of the DRC shall be paid by the District with revenues derived from the portion of the Property within which the DRC's services are performed. The District shall have the right to charge fees and deposits for each application submitted to the DRC for review, in an amount which may be established by the District from time to time, and such fees shall be collected by the District to recover the fair and reasonable costs of such service as is directly related to such application.

5.16 Limitation of Liability. Neither the Declarant, the Metropolitan District, the DRC, the CEC, any Builder, nor any member, director, officer, agent, representative, employee, or contractor of any of the same (the "**Released Parties**") shall be liable to any person for any official act of the DRC in connection with submitted plans and specifications, except to the extent the DRC or any individual DRC member acted willfully in bad faith. In reviewing or approving any matter, the Released Parties are not responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Released Parties are not responsible for any matter related to safety. The Released Parties are not responsible for the conformance of Improvements with Applicable Law or compliance with any other standard or

regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the DRC will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to Applicable Law or complies with any other standards or regulations, and will not constitute a warranty by the DRC to any Owner of the adequacy of design, workmanship or quality of such work or materials for any Owner's intended use. The DRC will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. No Owner or other Person is a third-party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver is made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The DRC members, acting in that capacity, shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The DRC members, acting in that capacity, have no personal liability with respect to any contract or other commitment made or action taken on behalf of the DRC.

ARTICLE 6
COVENANT ENFORCEMENT

6.1 Enforcement, Generally. Enforcement of any provision of this Declaration, the Guidelines, and any Rules and Regulations shall be by appropriate proceedings at law or in equity against those Persons violating or attempting to violate any such provision. Such proceedings may be for the purpose of removing a Violation, restraining or enjoining a future Violation, recovering damages for any Violation, foreclosing a lien, obtaining such other and further relief as may be available, or any combination thereof. Subject to the provisions of this Declaration, such proceedings may be instituted by the Declarant or the Metropolitan District. In any such proceedings the prevailing party shall recover the costs and reasonable attorneys' fees incurred by such party in connection with such proceedings. The failure to enforce any provision of this Declaration, the Guidelines, and the Rules and Regulations shall not preclude or prevent the enforcement thereof for a further or continued Violation, whether such Violation shall be of the same or of a different provision. No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid a lien of any First Mortgage on any part of the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

6.2 Committee. The District may establish a CEC. If established, the CEC shall be composed of not less than one (1) nor more than five (5) Persons appointed, removed and replaced by the District in its sole discretion. The CEC, if any, shall be responsible for the ministerial administration and enforcement of the Restrictions and shall have the right to: (a) accept complaints for Violations of the Restrictions; (b) submit complaints regarding Violations of the Restrictions; (c) inspect the Property for Violations of the Restrictions; (d) issue various notices to

Owners regarding the Restrictions; and (e) provide all ministerial administration and enforcement of the Restrictions as permitted by this Declaration.

6.3 Purpose and General Authority. The District or the CEC, if any, shall review all complaints and notifications provided by the Declarant, an Owner or resident, or a Neighborhood Association regarding any alleged Violation; provided however the District or the CEC, if any, also shall have the right to make an investigation on its own regarding potential Violations. The District or the CEC, if any, shall have the authority to determine whether a Violation has occurred, and upon such determination, may issue to an Owner a Notice of Violation identifying the particular circumstances or conditions of the Violation and requiring the Owner to take such action as may be necessary to correct, remedy or otherwise remove the Violation, including the time period in which the Violation is to be remedied.

6.4 Fees and Expenses. All expenses of the District or the CEC, if any, shall be paid by the District with revenues derived from that portion of the Property with respect to which the Metropolitan District's or the CEC's, if any, services are required or performed. The District shall have the right to charge fees for inspections and Fines for costs of enforcement of the Restrictions and the costs incurred to correct, remedy or otherwise remedy Violations from the subject Owner, in amounts which may be established by the District from time to time, and such fees and Fines shall be collected by the District and can be used to help defray the expenses of the CEC's operation.

6.5 General Inspections; Notice and Hearing Procedures; Remedies.

(a) General Inspection. Upon receipt of a compliant of an alleged Violation or otherwise, any member or authorized agent or consultant of the CEC, or any authorized officer, director, employee or agent of the responsible District may enter upon any Lot at any reasonable time after notice to the Owner as provided in Section 12.2, without being deemed guilty of trespass, in order to investigate or inspect any portion of the Property for alleged Violations of the Restrictions.

(b) Notice of Violation. Where such investigation or inspection reveals a Violation exists, the District or CEC, if any, may send a Notice of Violation to the Owner of such Lot identifying the particular circumstances or conditions of the Violation and requiring the Owner to take such action as may be necessary to correct, remedy, or otherwise remove the Violation, including the time period in which the Violation is to be remedied.

(c) Remedies. If an Owner fails to remedy the Violation within the time period specified in the Notice of Violation, the District shall have all remedies available to it at law or in equity, including without limitation the following remedies:

(i) The District may Record a Notice of Violation against the Lot on which the Violation exists;

(ii) The District shall have the right to remove, correct or otherwise remedy any Violation in any manner the District deems appropriate, and the District shall be entitled to recover all costs associated with the same;

(iii) The District may file an action for injunctive relief to cause an existing Violation to be brought into compliance with the Declaration, the Guidelines and/or any Rules and Regulations and the Metropolitan shall be entitled to recover all costs and attorney's fees associated with bringing the action.

(iv) The Metropolitan may levy reasonable Fines for such Violation, after giving the Owner reasonable notice the opportunity for a hearing.

(v) The District shall be entitled to collect, and shall have a lien pursuant to § 32-1-1001(1)(j)(I), C.R.S. against the Lot subject to the Violation to secure, (1) payment for reimbursement by the violating Owner for any remedial work performed by the District required to remove, correct or otherwise remedy the Violation, (2) payment for expenses incurred in obtaining injunctive relief, including costs and attorney's fees, (3) payment of any Fines levied by the District against such Lot, plus the following amounts, to the extent not inconsistent with Applicable Laws: (4) interest on such amount at a rate equal to eighteen percent (18%), and (5) all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees.

(d) Deemed Nuisances. Every Violation is hereby declared to be and to constitute a nuisance, and every remedy allowed for such Violation at law, in equity or under the Restrictions against the violating Owner shall be applicable.

(e) Rights of the Metropolitan District. The rights of the District to remove, correct or otherwise remedy any Violation shall be in addition to all other rights and remedies which the District may have at law, in equity or under the Restrictions.

ARTICLE 7
USE RESTRICTIONS

7.1 Residential Use of Lots. Subject to the provisions of Sections 7.2 and 9.l(d), each Lot, after construction, shall only be used as a Residence and for appurtenant uses which are customarily incident thereto. No business or commercial use or any other non-residential use may be conducted on any part of a Lot, except as provided in Sections 7.2 and Article 9.

7.2 Home Occupations. The conduct of a home occupation within a Residence shall be considered accessory to the Residential Use of the Lot and shall not be deemed a Violation of this Declaration, provided that the following requirements are met:

(a) Such home occupation shall be conducted only within the interior of the Residence and shall be clearly secondary to the Residential Use of the Lot.

(b) The home occupation shall be conducted only by residents of the Residence and no non-residents shall be employed in connection with the home occupation carried on in the Residence.

(c) The home occupation does not result in undue volume of traffic or parking at or near the Residence.

(d) There shall be no evidence of a home occupation detectable from the outside of the Residence by sight, sound, smell or otherwise.

(e) The conduct of such home occupation must be permitted under the zoning ordinances of the County and all other Applicable Laws.

(f) No commercial deliveries for such home occupation shall be allowed other than occasional mail service deliveries.

A child daycare facility within a Residence does not comply with the above requirements but may nevertheless be allowed in limited circumstances if a variance for such use is considered advisable by the District (as determined in its sole discretion), and if such variance is granted in writing by the District and is otherwise allowed under Applicable Laws.

7.3 Damage or Destruction. In the event any Residence or other Improvement constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, such Residence or other Improvement shall be promptly rebuilt, repaired or remodeled to comply with this Declaration. In the alternative, if a damaged Residence or other Improvement is not to be rebuilt, repaired or remodeled, all remaining portions of the damaged Residence or Improvement, including the foundation and all debris, shall be promptly removed from the Lot, and the Lot shall be restored to its natural condition existing prior to the construction of the Residence or other Improvement.

7.4 Vehicular Parking, Storage and Repairs.

(a) General. Except for parking on the public streets, which shall be controlled by the governmental entity to which the same have been dedicated and which has jurisdiction over the same, parking within the Property shall be regulated by the District. Garages on the Lots must be used for parking of vehicles and may not be used for storage or other uses that prevents the parking of vehicles in the garage.

(b) Recreational and Commercial Vehicles. The following (as may be further defined in the Rules and Regulations) may not be parked or stored on a Lot unless such parking or storage is within a garage on a Lot, or unless authorized in writing by the District: oversized vehicles, commercial vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by the Rules and Regulations. The foregoing may be parked as a temporary expedience (no longer than 48 hours) for loading or delivery of goods or services.

This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Property which are necessary for construction or for the maintenance of any property owned and/or maintained by the District or the Lots, or any Improvement located thereon.

(c) Storage. No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of 72 hours or more.

(d) Repair Work. No activity such as, but not limited to, maintenance (other than washing and polishing and activities normally incident thereto), repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, or boats, may be performed on any Lot unless it is done within a fully enclosed garage or other building which screens the sight and sound of the activity from the street and from adjoining Lots, nor shall any such activity be performed upon a street adjacent to a Lot.

(e) Violations. In the event the District or the CEC, if any, shall determine that a vehicle is being parked, stored or repaired in violation of Subsections 7.4(a), (b) or (c) hereof, then a written notice describing such infraction may be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the District or the CEC, if any, in its discretion from time to time, the District shall have the right to remove the vehicle at the sole expense of the owner thereof

7.5 Pets. No animals, including, but not limited to, livestock, or reptiles shall be raised, bred, or kept within a Lot except as hereinafter provided. A reasonable number of cats, dogs, birds or other common household pets may be kept on a Lot, provided that (a) they are not kept, bred, or maintained for any commercial purposes; (b) in the Metropolitan District's CEC's, if any, opinion, they do not make objectionable noises or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within an enclosed yard on a Lot occupied by the owner of such pets or on a leash being held by a person capable of controlling the animal; (d) the owner of the pet properly disposes of all pet waste; and (e) the owner of the pet shall be financially responsible and liable for any damage caused by such pets. A "reasonable number" as used in this Section 7.5 shall mean not more than four (4) pets consisting of not more than two (2) dogs, not more than two (2) cats, or any combination of other common household pets (for a total of four (4) pets) per Lot, provided, however, that any Neighborhood Association in a Supplemental Declaration may, from time to time, determine that a reasonable number in any instance may be more or less than the above number. The District shall have the right to prohibit any animal which, in the sole opinion of the District or the CEC, if any, is not being kept in accordance with the restrictions contained herein. The District may adopt and enforce additional rules and regulations governing the subject of pets within the Property.

7.6 Nuisance and Waste. No noxious or offensive activity shall be permitted in or on any Lot nor shall anything be done therein which may be or become an annoyance, disturbance or nuisance to any other Owner or resident. No waste shall be committed on any Lot.

7.7 Annoying Light, Sound or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any Lot which is unreasonably loud or annoying; and no odor shall be emitted on any Lot which is noxious or offensive.

7.8 Unsightliness. No unsightly conditions, structures, facilities, equipment or objects shall be permitted to remain on any Lot if they are visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, service areas, storage areas and compost piles shall be appropriately screened from view and no clotheslines shall be permitted on any Lot. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept stored or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view.

7.9 Trash Disposal. No trash, garbage, refuse, rubbish, or cuttings shall be deposited on any street, or on any Lot unless placed in a container suitably located, solely for the purpose of garbage pickup and screened from view. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. The District may provide, or may contract for the provision of, trash disposal services and, if so, Lot Owners will not enter into private contracts for trash disposal services. In order to minimize unsightliness, the District shall have the right to restrict the placement of trash receptacles outside for collection on any day other than the actual day for trash collection.

7.10 Restrictions on Temporary Structures. Except as hereinafter provided, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Lot; provided, however, that during the actual, continuous construction, alteration, repair or remodeling of any Improvements, necessary temporary structures for storage of materials may be erected and maintained by the Person doing such work. A "permanent" storage shed with size, location, color, etc. approved by the DRC would not be restricted in the same manner as structures noted above. No camper, tent, trailer, motorhome, mobile home or other temporary or "permanent" shed structure shall be used as a Residence or other living quarters within the Property.

7.11 Restrictions on Signs. Except as expressly permitted by Applicable Law, no signs or flags shall be displayed to the public view on any Lot without the prior written approval of the DRC, with the following exceptions: (a) the Declarant may erect and maintain a sign or signs in connection with the construction, development, operation, promotion and sale of the Lots; (b) the patriotic display of a single flag not exceeding 4' x 6' in size shall be permitted (c) signs of customary dimensions, not exceeding 3' x 4' in size, advertising a Lot or portion thereof as "For Sale" or "For Rent"; provided, however, that any "For Sale" or "For Rent" sign must comply with the Guidelines. Notwithstanding anything herein contained to the contrary, any and all signs, if

allowed, shall comply with all sign standards of the applicable governmental authorities which may be applicable to the Property, as well as the Restrictions.

7.12 Restrictions on Antennas, Pipes, Utility Lines and Transmitters. Pipes for water, gas, sewer, drainage, or other purposes for a Lot, and wires, poles, aerials, antennae, satellite dishes, and other facilities for the Telecommunication Facilities or electricity, and utility meters or other utility facilities for a site shall be kept and maintained, to the extent possible, underground or within an enclosed structure. Any Telecommunication Facility for the transmission or reception of audio, data or video signals (except those located entirely inside a structure or as otherwise provided in this Section) shall first be approved by the DRC. The Declarant intends for all low voltage utilities to be located along the rear property lines of each block.

"Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas may be installed without DRC approval but shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Guidelines or the Rules and Regulations may contain provisions regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law.

7.13 Restrictions on Storage Tanks. No tanks for the storage of gas, fuel, oil, or other materials shall be erected, placed, or permitted above or below the surface of any Lot (other than reasonably sized propane tanks intended for use with gas grills, but only if and as specifically allowed in the Rules and Regulations).

7.14 Restrictions on Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal system shall be installed on a Lot without the prior written consent of the DRC, except a central sewage disposal system installed and maintained by a water and sanitation district or other sanitation agency providing sewage disposal services to a significant portion of the Property. Any sewage disposal system shall be subject to all Applicable Laws and the Rules and Regulations of the Metropolitan District.

7.15 Restrictions on Water Systems. No individual water supply or water softener system shall be installed or maintained unless such system is approved in writing by the DRC, and is constructed, designed, equipped, and located in accordance with all Applicable Laws and the recommendations, requirements, and standards of the County and the Metropolitan District.

7.16 Restrictions on Cooling and Heating Systems. No types of refrigerating, cooling or heating apparatus shall be permitted on the roof or in any window of any Residence unless such system is approved in writing by the DRC. Further, no such apparatus shall be permitted elsewhere on a Lot except when appropriately screened and approved by the DRC. Without limiting the foregoing, conventional air conditioning units located on the ground of a Lot are permissible when approved in accordance with the preceding sentence.

7.17 Insurance Risks. No Lot may be used for any use which would constitute an unusual fire hazard, would result in jeopardizing any insurance maintained on other Residential. Sites within or on any other portion of the Property or would result in any increase in the premium for any such insurance; provided, however, that the DRC may approve the use if adequate safeguards are undertaken at the applicable Owner's expense and any increase in insurance premiums is allocated to, and paid by, the applicable Owner. This Section 7.17 shall not be construed as prohibiting the normal use of barbecue grills on outdoor terraces or patios, subject to reasonable regulation by the District pursuant to the Rules and Regulations.

7.18 Hazardous Activities; Fires. No activities shall be conducted which are or might be unsafe or hazardous to any Person or property. Without limiting the generality of, the foregoing, no firearms shall be discharged, no exploding fireworks shall be set off and no open fires shall be lighted or permitted except in a contained barbecue unit, indoor or outdoor fireplace or fire pit which is attended. Trash, leaves, and other similar materials shall not be burned.

7.19 Mining or Drilling. No Lot within the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

7.20 Storage of Explosives, Gasoline, and Similar Substances. No hazardous materials or chemicals may be located, kept or stored in, on or at any Lot except in products normally kept at homes for use of the residents or occupants thereof and in such limited quantities so as not to constitute a hazard or danger to person or property.

7.21 Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner unless such subdivision is consistent with the Mayberry Documents, and no portion consisting of less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar non-material corrective instruments.

7.22 Leases. The Owner of a Lot shall have the right to lease such Owner's Residence, subject to the following conditions:

(a) All leases and any subleases thereunder shall all be in writing and shall each be for a term of not less than six (6) months, unless otherwise excepted by the District upon application by a Lot Owner.

(b) The lease and each tenant and his, her or their family members (collectively, "tenant") occupying the Residence shall be specifically subject to this Declaration. Any failure of a tenant to comply with such documents shall be a default under the lease.

7.23 Rules and Regulations. Rules and Regulations concerning and governing the use of the Property, or any portion thereof, may be adopted, amended or repealed from time to time by the Metropolitan District. Such Rules and Regulations may address matters not appearing in this Declaration as well as matters appearing in this Declaration, provided that the Rules and Regulations shall not contradict the provisions of this Declaration. The District may establish and enforce penalties for the infraction of such Rules and Regulations including, without limitation, the levying and collecting of Fines.

ARTICLE 8
DRAINAGE AND SOILS CONDITIONS

8.1 Acknowledgment. The soils within Colorado consist of both expansive soils and low-density soils which may adversely affect the integrity of a Residence or other Improvement (residential, commercial or industrial) if the Residence, the other Improvement and the Lot on which they are constructed are not properly maintained. Expansive soils contain clay minerals which have the characteristic of changing volume with the addition or subtraction of moisture, thereby resulting in swelling and/or shrinking soils. The addition of moisture to low-density soils causes a realignment of soil grains, thereby resulting in consolidation and/or collapse of the soils.

8.2 Disclaimer. The Released Parties shall not be liable for any loss or damage to any Residence or other Improvement (residential, commercial or industrial) or to any Person, caused by, resulting from, or in any way connected with soil conditions on any Lot, including, by example and not limitation, expansive soils. Owners should carefully consider the risk of planting any vegetation within five (5) feet of the Residences or other Improvement, as watering of this vegetation could result in loss or damage to a Residence or other Improvement due to expansive or low-density soil.

8.3 Moisture. Each Owner of a Lot shall use his or her best efforts to assure that the moisture content of those soils supporting the foundation and the concrete slabs forming a part of the Residence or other Improvements constructed thereon remain stable and shall not introduce excessive water into the soils surrounding the Residence and other Improvements.

8.4 Grading. Each Owner of a Lot shall maintain and shall not disturb the elevation, grading, and drainage patterns of the Lot as originally constructed by Declarant or Builder.

8.5 Water Flow. The Owner of a Lot shall not impede or hinder in any way the water falling on or passing through the Lot from reaching the drainage courses established for the Lot and the Property.

8.6 Actions by Owners. By accepting title to a Lot, each Owner covenants and agrees:

(a) Not to install any Improvements which will change the grading of the Lot without first obtaining DRC approval.

(b) To fill with additional soil any back-filled areas adjacent to the foundation of a Residence or any other Improvement and in or about the utility trenches on the Lot in which settling occurs to the extent necessary from time to time to maintain the grading and drainage patterns of the Lot.

(c) Not to water the lawn or other landscaping on the Lot excessively.

(d) Not to plant turf grass, flower beds (especially annuals) or vegetable gardens adjacent to or within five (5) feet of the foundation and slabs of a Residence or any other structure.

(e) To minimize the installation of piping and heads for sprinkler systems within five (5) feet of foundation walls and slabs. Sprinkler systems shall be subject to DRC review and may be located or limited in the discretion of the DRC.

(f) To install any gravel beds in a manner which will assure that water will not pond in the gravel areas, whether due to non-perforated edging or due to installation of the base of the gravel bed at a level lower than the adjacent lawn, or otherwise.

(g) Not to install a moisture barrier (such as polyethylene) under gravel.

(h) To maintain all gutters and downspouts which discharge water into extensions or splash blocks by assuring that (i) the gutters and downspouts remain in the down position and are free and clear of all obstructions and debris; (ii) the water flow from the extension or the splash block is allowed to flow rapidly away from the foundation and/or slabs; and (iii) that splash blocks are maintained under outdoor faucets.

(i) To re-caulk construction joints opening between portions of the exterior slabs and garage slabs to seal out moisture.

(j) Not to alter, obstruct, or obliterate, in any manner, any drainage swales, pans, easements, or channels located or installed, or required to be located or installed, upon the Property pursuant to established drainage plans.

8.7 Radon Gas; Naturally Occurring Radioactive Materials. Elevated levels of naturally occurring radioactive materials or radon gas may be present in or adjacent to some residential and

other structures in Colorado. Governmental authorities have voiced concerns about the possible adverse effects on human health from long term exposure to high levels of radon gas and naturally occurring radioactive materials. Each Owner is responsible to conduct such Owner's own investigation and consult with such experts as such Owner deems appropriate with respect to the presence or absence of radon gas or naturally occurring radioactive materials in the soil on that Owner's Lot. Furthermore, each Owner shall be solely responsible for the mitigation of any radon gas or naturally occurring radioactive materials on such Owner's Lot. The Released Parties shall not be liable for the existence of radon gas or naturally occurring radioactive materials in any Residence or other Improvement, or elsewhere on the Property, for any loss or damage to any Residence or other Improvement on the Property, or for any injury to any Person caused by, or resulting from, or in any way connected with the existence of radon gas or naturally occurring radioactive materials on the Property.

ARTICLE 9
SPECIAL DECLARANT RIGHTS

9.1 Special Declarant Rights. The Declarant reserves the right during the Development Period to perform the acts and exercise the rights specified below (the "**Special Declarant Rights**"). The Special Declarant Rights include the following rights:

(a) Add or Withdraw Real Property. The right to add or withdraw real property as set forth in Article 2.

(b) Completion of Improvements. The right to construct and complete Improvements within the Property.

(c) Exercise of Development Rights. The right to exercise any right reserved in Article 10 of this Declaration or any other rights reserved by the Declarant in this Declaration.

(d) Sales, Management and Marketing. The right within the Property to maintain sales offices, construction offices, management offices, model homes, and signs, flags and other on-site marketing and sales promotion materials advertising the Property. Specifically, the Declarant may maintain one or more sales offices within the Property. The Declarant shall have the right to determine the number of model homes and the size and location within the Property of any sales offices, management office, and model homes. The Declarant shall also have the right to relocate any sales offices, management offices, and model homes from time to time at its discretion. After the Declarant ceases to be the Owner of a Lot, the Declarant shall have the right to remove any sales offices and management offices. No structure used by the Declarant for a sales office, construction office, management office or model home shall be deemed the property of any party other than the Declarant unless specifically assigned, conveyed or dedicated by the Declarant to such other party. In addition to Declarant, all Builders shall also have the rights specified in this subsection (d).

(e) Project Management. The right to select and hire a third-party manager for the management, administration and operation of the Property or any lesser portion thereof. In addition to Declarant, the District shall also have the rights specified in this subsection (e).

(f) Construction and Access Easements. The right to use easements through the Property for the purpose of making improvements and providing access within the Property.

(g) Alteration of Lots. The right to alter any condition (including size and location of Improvements) on any Lot owned by the Declarant, whether with respect to sales and marketing efforts or otherwise.

9.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth above, the Declarant reserves the following additional rights (the "**Additional Reserved Rights**") during the Development Period:

(a) Amendment of Declaration. The right to amend this Declaration without Owner consent or approval in connection with the exercise of any Development Rights (as defined in Article 10) or in connection with the qualification or continued qualification for loan guarantees, and for compliance with the requirements of HUD or other Government Mortgage Agencies or any other available financing programs. The Declarant also shall have the right to amend this Declaration to comply with the requirements of Applicable Law in the event any provision contained in this Declaration does not comply with Applicable Law.

(b) Errors. The right to amend this Declaration without Owner consent or approval in order to correct clerical, typographical or technical errors, or to clarify any of the Restrictions or any provision hereof.

(c) Amendment of Plat; Re-Plats. The right to supplement the Plat in connection with the exercise of any Development Rights, the right to re-plat all or any portions of the Property, the right to create additional Lots up to the maximum number of Lots allowed by the County and the right to subdivide or combine Lots which it owns.

(d) Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements over, across, and upon the Property for purposes including, but not limited to, streets, paths, walkways, drainage, Tracts, parking areas, and to create other reservations, exceptions, and exclusions over, across, and upon the Property for the benefit of the Lot Owners.

(e) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance, or regulation of the Property.

(f) Irrigation Water. The right to use potable or non-potable water, from whatever source, for the following purposes: (i) dust control in connection with constructing and completing improvements within the Property; (ii) initial establishment of grass on Lots (as a

temporary dust and erosion control measure before such Lots are initially sold by the Declarant); and (iii) initial establishment of grass on planned parks and trails, if any, within the Property.

(g) Other Rights. The right to exercise any additional reserved right created by any other provision of this Declaration.

9.3 Rights Transferable. Any Special Declarant Right or Additional Reserved Right created or reserved under this Article 9 for the benefit of the Declarant may be transferred to any Person in whole or in part by Recording an instrument in the Records describing specifically the rights transferred. Such instrument shall be executed by the Declarant and the transferee.

ARTICLE 10
RESERVATION OF DEVELOPMENT RIGHTS

10.1 Development Rights. During the Development Period, the Declarant reserves the following rights (the "**Development Rights**"):

(a) Expansion Rights. The Declarant reserves the right (but is not required) to subject additional real property to the terms, conditions, and restrictions of this Declaration in accordance with Article 2 above. Furthermore, the Declarant reserves the right to subject all or any portion of any such additional real property to such other covenants, conditions and restrictions as the Declarant deems appropriate by Recording a Supplemental Declaration with respect thereto; provided, however, that no such other covenants, conditions and restrictions may amend or be in conflict with this Declaration, unless approved as an amendment to this Declaration or, where approval is not required, executed by the Declarant in accordance with the provisions hereof. The consent of the existing Lot Owners shall not be required for the exercise of these rights, and the Declarant may proceed to exercise such rights without limitation, at its sole option,

(b) Exercise of Rights. The Declarant may exercise any Development Rights with respect to all or a portion of different parcels of real property at different times in whatever order and to whatever extent the Declarant, in its sole discretion, may determine.

10.2 Interpretation. Upon the Recording of a Supplemental Declaration, the real property subject thereto, or any part thereof as specifically stated therein, shall be added to and become a part of the Property for all purposes, or for such limited purpose as are set forth in the Supplemental Declaration, and, except as set forth in the Supplemental Declaration, the definitions in this Declaration shall automatically be extended to encompass and refer to all real property then comprising the Property. Reference to this Declaration in any instrument shall be deemed to include all supplements and amendments to this Declaration without specific reference thereto.

10.3 Utilities Easement. The Declarant hereby reserves for itself and for the District a blanket easement upon, across, over and under the Property, specifically including the Lots, for Utilities and the installation, use, replacement, repair and maintenance of Utilities, including, but not limited to, water, sewer, gas, telephone, electricity, renewable energy/energy efficiency, computer cable, and master television antenna or cable or satellite television systems, if any. By

virtue of this blanket easement, it shall be expressly permissible to erect, use and maintain the necessary facilities, equipment and appurtenances on the Property, specifically including the Lots, and to affix, use, repair and maintain water and sewer pipes, gas, electric, telephone, renewable energy/energy efficiency, computer and television wires, cables, circuits, conduits and meters. In the event any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, the Declarant reserves and is hereby given the absolute right and authority to grant such easement upon, across, over or under any part or all of the Property, specifically including the Lots, provided, however, that such right and authority of the Declarant shall automatically cease at such time as the Special Declarant Rights terminate as provided in Article 9 of this Declaration, at which time such reserved rights shall vest in the Metropolitan District. The easement provided for in this Section 10.3 shall in no way void, extinguish or modify any other Recorded easement(s) on the Property, specifically including the Lots.

10.4 Drainage Easement. The Declarant hereby reserves to itself and to the District easements for drainage or drainage facilities across the rear and side feet of each Lot as defined in the Final Plat(s) and, if necessary, an easement across each Lot in order for Declarant to access such drainage easement areas; provided, however, that such easement shall not be reserved over any of the areas described in this sentence if and to the extent a Residence is located upon any such areas, which was previously approved by the Declarant or by the DRC. Except for Residences as provided in the preceding sentence, no Improvements shall be placed or permitted to remain on any Lot, nor shall any change in grading be permitted to exist which may change the direction of flow or obstruct or retard the flow of water through channels or swales within such rear and side yard drainage easements. The Declarant reserves to itself and to the Metropolitan District the right to enter in and upon each ten (10) foot rear and side yard drainage easement at any time to construct, repair, replace or change drainage structures or to perform such grading, draining or corrective work as the Declarant or the District may deem necessary or desirable in their sole discretion from time to time; provided, however, that such right and authority in the Declarant shall automatically cease at such time as the Special Declarant Rights terminate as provided in Article 9 of this Declaration, at which time such reserved right shall vest solely in the Metropolitan District.

10.5 Transfer of Development Rights. Any right created or reserved under this Article 10 for the benefit of the Declarant may be transferred to any Person by Recording an instrument in the Records specifically describing the rights transferred. Such instrument shall be executed by the transferor, the Declarant and the transferee.

ARTICLE 11
PARTY WALLS

11.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Residences and placed on the boundary line separating adjacent Lots shall constitute a "**Party Wall**" and, to the extent not inconsistent with the provisions of this Article 11, the general rules of Applicable Laws regarding Party Walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

11.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners of the Lots divided by the Party Wall, however each Owner is responsible for painting and repainting the side of any Party Wall facing such Owner's Lot.

11.3 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner whose Lot abuts the Party Wall may restore it, and the Owner of the other Lot(s) abutting the Party Wall shall contribute equally to the cost of restoration thereof, subject, however, to the right of any such Owners to call for a larger contribution from the other Owners under any rule of Applicable Law regarding liability for negligent or willful acts or omissions.

11.4 Damage and Repair. Notwithstanding any other provision of this Article 11, an Owner who by his, her or its negligence or willful acts causes a Party Wall to be damaged shall bear the entire cost of repairing such damage. Within ten (10) days after the occurrence of such damage, the Owner causing such damage shall commence to repair or reconstruct the damaged Party Wall to its original condition and shall diligently complete all such repairs and reconstruction. If such Owner shall fail to do so, then the Owner of the Lot abutting such Party Wall may do so at the sole cost and expense of the Owner causing such damage.

11.5 Right to Contribution Runs with Lot. The right of any Lot Owner to contribution from any other Owner under this Article 11 shall be appurtenant to the Lot and shall pass to such Owner's successors in title.

11.6 Arbitration. In the event of a dispute arising concerning the provisions of this Article 11, the parties shall resolve such dispute in accordance with the terms of Section 14.12.

ARTICLE 12
EASEMENTS AND DISCLOSURES

12.1 Easements. In addition to any other easements which may be granted or reserved elsewhere in this Declaration, this Article 12 describes (a) certain disclosures regarding the Property, (b) additional easements (the "**Easements**") that are declared, established, granted, and reserved hereby as more particularly set forth in Sections 12.2 through 12.5 hereof, and (c) the limitations on the Easements (Section 12.6 hereof).

12.2 Easements for Access. The Declarant hereby declares, establishes, grants, and reserves Easements over each Lot in favor of the Declarant, the Metropolitan District, the DRC, and the CEC, if any, including their respective agents, contractors, and employees thereof, for performing inspections, maintenance, repair, replacement, or other services, obligations, or authority as provided in this Declaration. If damage is inflicted on a Lot or any other property, then (a) the Owner or Owners responsible for such damage will be responsible for the cost and expense of repairing or avoiding such damage, and (b) the District may, at its option, take steps necessary

to avoid or mitigate damage and, the cost and expense incurred by the District of avoiding or repairing such damage shall be the personal obligation of the Owner responsible for such damage, and shall be part of the Metropolitan District's lien as described in Section 6.5(c)(v), and shall be collectible by the District in the same manner as other fees authorized to be charged and collected by the District pursuant to Applicable Law.. Further, the rights to access Easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner or Owners or occupant or occupants of any affected Lot; provided, however, that no such notice shall be required in connection with any exterior, non-intrusive maintenance and in emergency situations entry upon a Lot may be made at any time, provided that the Owner or Owners or occupant or occupants of each affected Lot shall be warned of impending emergency entry as early as is reasonably possible. The interior of any Residence located on a Lot shall not be subject to the Easements provided for in this Section.

12.3 Retention Ponds and Detention Ponds. In furtherance of developing the Property, retention ponds and/or detention ponds may be constructed on property within or adjacent to the Property to hold and release storm water in accordance with storm water drainage plan(s) that have been or will be approved by the County. With the presence of retention pond(s) or detention pond(s), there may be surface water that accumulates within the area of such ponds, and there may be periods of time when the area immediately surrounding a retention pond or detention pond is subject to flooding. Additionally, there are certain risks and dangers of physical injury and property damage inherent in the physical configuration of a retention pond and a detention pond, and the location of such a pond relative to the Property. Neither the District nor the Declarant, nor their officers, directors, or shareholders, shall be liable for any injury, loss or damage arising from such flooding or otherwise arising from the proximity of any retention ponds or detention ponds to the Property.

12.4 Easements and Disclosures Regarding Community Space. The following disclosures are made, and easements established with respect to the Community Space:

(a) Easement for Operation of Community Space. The Declarant hereby declares, establishes, grants, and reserves to itself, to the County, to the Metropolitan District, and to any Neighborhood Association, to the extent the same is allocated the responsibility of operating any Community Space, and to their respective assigns, concessionaires, licensees, and representatives, a nonexclusive, blanket Easement over the Property for the purpose of permitting (i) the performance of every act necessary and proper for the operation and use of the Community Space, (ii) the effect on such Lot of one or more of the risks disclosed hereby as one of the Community Space Risks, (iii) light, noise, and sound emanating from the operation and use of the Community Space for their intended uses and purposes, and (iv) overspray in connection with the watering or fertilizing of the Community Space.

(b) Proximity to the Community Space; Acceptance and Acknowledgment of Risks. Portions of the Property adjoin, are adjacent to, border, or are otherwise in the vicinity of the Community Space(s) and are subject to the Community Space Risks. Each Owner and each family member, guest, invitee or tenant of an Owner, by acceptance of a deed to a Lot, or through

the use or occupancy of a Residence or other Improvement within the Property, as applicable, is hereby deemed to have assumed and agreed to accept the Community Space Risks.

(c) Release by Owner of Claims Relating to Risks. Each Owner agrees that, by acceptance of a deed to a Lot within the Property, and each family member, guest, invitee, permittee, or tenant of an Owner, by use or occupancy of a Residence or other Improvement within the Property, hereby (i) forever discharges and releases the Released Parties and any Neighborhood Association, any party operating any Community Space, as a concessionaire or otherwise, and their respective parents, subsidiaries, and affiliated entities and their agents, directors, employees, members, managers, officers, partners, and shareholders, and their respective heirs, successors, and assigns (the "**Benefited Parties**") from all Claims (as that term is hereinafter defined) and (i) waives all Claims against the Benefited Parties. The foregoing discharge, release, and waiver are made by each Owner and each family member, guest, invitee or tenant of an Owner to the fullest extent permitted by Applicable Law and for and on behalf of itself, its assigns, executors, heirs, guests, invitees, lessees, personal representatives, representatives, and successors, and for any person using or occupying any Residence or other Improvement within the Property, through, under, or with the permission of each Owner and each family member, guest, invitee or tenant of an Owner. As used in this Section 12.4(c) and in Section 12.4(d) hereof, the term "Claims" means any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims arising directly or indirectly from or otherwise in connection with any Community Space and the Community Space Risks, whether caused by the negligent conduct of the Benefited Parties (including, without limitation, the negligent design, development, construction, operation, or use of the Community Space).

(d) Covenant Not to Sue. Each Owner, by acceptance of a Lot, and each family member, guest, invitee or tenant of an Owner, by the use or occupancy of a Residence or other Improvement within the Property, hereby further agrees that it will not assert, institute, maintain, or prosecute any Proceeding (as that term is hereinafter defined) against the Benefited Parties, or any of them, for or on account of any claim. As used herein, the term "**Proceeding**" means any action, civil action, suit at law, claim in equity, arbitration, or other proceeding against the Benefited Parties or any of them.

12.5 Limitations on Easements. Notwithstanding anything to the contrary contained herein, the Easements (a) shall in no way affect, avoid, extinguish, or modify any other Recorded covenants, easements, limitations, reservations, or restrictions affecting all or part of the Property, (b) may be amended, limited, modified, restricted, or terminated by the Declarant by means of a Recorded instrument, and (c) shall not be interpreted or construed as preventing or precluding the construction, operation, and use of any structure or use on any Lot which is otherwise permitted by the terms of this Declaration or which is otherwise approved by the Declarant or the Metropolitan District.

12.6 Delegation and Termination of Rights. The duties, Easements, responsibilities, and rights that are reserved and granted pursuant to Sections 12.2 through 12.5 hereof may be delegated in whole or in part by the Declarant or the District to (a) an agent or management company that is acting on behalf of the District with respect to all or part of the Property, or (b) a

Neighborhood Association with respect to a portion of the Property; provided, however, that any such delegation shall not relieve the District of its obligations and rights hereunder. The right and authority of the Declarant pursuant to Sections 12.2, 12.3, 12.5, and 12.7 hereof shall automatically cease upon expiration of the Development Period at which time the foregoing reserved rights shall vest solely in the Metropolitan District.

12.7 Recorded Easements. In addition to all easements and rights-of-way of Record at or before Recordation of this Declaration, the Property, and all portions thereof, shall be subject to the Easements shown on any Plat of the Property.

12.8 Acknowledgment of Inconvenience. Each of the Lot Owners have acknowledged and agreed that there are inconveniences which will accompany the construction of this Property, including but not limited to construction noise, portable toilets, construction traffic, uncompleted buildings, areas not landscaped, potholes and construction supplies stored in plain view, and general inconvenience associated with construction sites and related issues. Each Lot Owner, by taking title to any Lot, shall be deemed to have waived any claims associated with the inconveniences, nuisance and hazards associated with such construction.

ARTICLE 13
EXEMPTION FOR THE DECLARANT AND BUILDER

13.1 Exemption. Notwithstanding anything in this Declaration to the contrary, neither the Declarant nor any of the Declarant's activities shall in any way be subject to the control of, or under the jurisdiction of the Metropolitan District, the DRC, or the CEC, if any (including any Design Guidelines, Rules and Regulations), nor shall the Declarant be required to seek the approval or consent of the Metropolitan District, the DRC or the CEC, if any, for any construction or other work to be performed by or on behalf of the Declarant in the Property. The Declarant, in its sole discretion, may also exempt any Builder from the provisions of (a) Article 5, as long as Builder has received written design approval under the Guidelines from the Declarant, and (b) Article 7, for activities which the Declarant deems to be incidental to the Builder's development activities, in the Declarant's sole and absolute discretion. This exemption shall terminate upon expiration of the Development Period.

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.1 Neighborhood Associations. Nothing in this Declaration shall prohibit the organization or creation of any Neighborhood Association in accordance with Applicable Laws in which the membership is comprised of Owners of Lots within all or part of an area covered by a Supplemental Declaration. Such Neighborhood Associations may have the right to impose assessments, own common area, and/or perform all duties typically allocated to an association under the Colorado Common Interest Ownership Act, or otherwise, subject to the Restrictions and provided any such assessments are subordinate to any assessments levied pursuant to this Declaration.

14.2 Severability. All provisions of this Declaration are severable. If any provision or term of this Declaration is invalidated by judgment, court order, or otherwise, such invalidity shall in no way affect or limit any other provisions of this Declaration, which shall remain in full force and effect.

14.3 Duration. The covenants, conditions and restrictions contained in this Declaration shall be covenants running with and binding upon the Property and all Improvements, and, except as otherwise specifically set forth in a Supplemental Declaration pursuant to Section 2.4, the benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of, the District, each Owner, and each Builder, and upon and to their respective legal representatives, heirs, successors and assigns, and shall be in effect in perpetuity unless amended or terminated as provided in this Declaration.

14.4 Amendment. Except as otherwise provided in this Declaration, this Declaration may be amended by (a) either modifying or deleting any existing provisions, or (b) adding new provisions) or terminated at any time by a written and recorded instrument containing the consents of the then record Owners of at least sixty-seven percent (67%) of the Lots subject to this Declaration (with each Lot having one "vote"); provided, however, that at any time that the Declarant owns a Lot or any other real property subject to this Declaration, any amendment to this Declaration shall be strictly conditioned on the Declarant's written consent. No action to the challenge the validity of this Declaration may be brought more than one year after the recording of this Declaration. Further, no action to challenge the validity of any amendment to this Declaration may be brought more than one year after the recording of such amendment.

14.5 Waiver. No provision in this Declaration is or shall be deemed waived by reason of any failure to enforce the provision, regardless of the number of Violations or breaches which may occur.

14.6 Disclaimer Regarding Safety. THE DECLARANT, THE DISTRICT, THE DRC, THE CEC, IF ANY, AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT THE DECLARANT, THE METROPOLITAN DISTRICT, THE DRC, THE CEC, IF ANY, AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED IN THE RESTRICTIONS AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY,

14.7 No Representations. Guaranties or Warranties. No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant, the Metropolitan District, the DRC, the CEC, if any, or by any of their officers, directors, shareholders, managers, members, partners, agents or employees in connection with any

portion of the Property, or any Improvement, its physical condition, structural integrity, freedom from defects, zoning, compliance with Applicable Laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, or any other matter whatsoever whether similar or dissimilar to the foregoing, unless and except as specifically set forth in writing. The release and waiver set forth in Section 14.9 shall apply to this Section.

14.8 Waiver; Release. By acceptance of a deed to a Lot, each Owner hereby releases, waives and discharges the Declarant, and the Metropolitan District, the DRC, the CEC, if any, and their respective officers, directors, managers, members, partners, agents, employees, successors and assigns from all losses, claims, liabilities, costs, expenses and damages arising directly or indirectly from any hazards, disclosures or risks set forth in this Declaration.

14.9 Arbitration of Disputes. All Disputes (as defined below) shall be subject to and be resolved by binding arbitration. as follows:

(a) Binding Arbitration. Any action, dispute, claim or controversy between the Declarant and the District and the Owners, or any of them, whether sounding in contract, tort or otherwise, and whether or not concerning an individual Lot or other portion of the Property (each a "**Dispute**" and collectively, whether all or less than all, the "**Disputes**"), shall be resolved by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.RS. § 13-22-201, et seq., as then in effect, by a single arbitrator. The arbitrator's award shall be entered as a final, unappealable judgment in the appropriate court in the county in which the Property is located. In the event of any inconsistency between such rules and the provisions of this Section 14.9, these provisions shall supersede such rules. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceedings under this Section. The parties shall be entitled to conduct discovery as if the Dispute were pending in a District Court in the State of Colorado. In any arbitration proceeding subject to these provisions, the arbitrator is specifically empowered to allow discovery and decide pre-hearing motions that are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitrator selected under this Section shall be knowledgeable in the area of the subject matter of the Dispute and shall be selected by the parties to the Dispute, any court in which the Property is located or any private organization providing such services. In the event the parties to the Dispute cannot agree upon an arbitrator, they shall apply to the Chief Judge of the District Court where the Property is located for appointment of a qualified arbitrator.

(b) Stenographic Record. A stenographic record of the binding arbitration mandated by Section 14.9(a) shall be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and appeals. The arbitrator's decision shall contain findings of fact and conclusions of law to the extent applicable, and the arbitrator shall have the authority to rule on all post-hearing motions in the same manner as a trial judge. The statement of decision of the arbitrator upon all of the issues considered by the arbitrator is final and binding upon the parties, and upon filing of a statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon.

Mayberry

"A MASTER PLANNED COMMUNITY" COLORADO SPRINGS, COLORADO

ACKNOWLEDGMENT AND CONSENT

By execution below, Mayberry Colorado Springs Metropolitan Districts No. 3 hereby acknowledges and assumes its rights, duties and obligations as provided herein.

MAYBERRY COLORADO SPRINGS METROPOLITAN DISTRICTS NO. 3

By: Jason Kvols

Its: Secretary of the Board of Directors

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 12 day of August, 2022, by Jason Kvols, as Secretary of the Board of Directors for Mayberry Colorado Springs Metropolitan District No. 3.

Witness my hand and official seal.
My Commission Expires: June 23, 2026

CODY BURGHARDT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20224024594
MY COMMISSION EXPIRES JUN 23, 2026

Cody Burghardt
Notary Public

(c) Procedure. If any claim regarding defects in construction is made, each claim shall be specified with particularity. Each location of any claimed defect must be identified, and all evidence supporting each claim, along with all repair methodologies and costs of repair, must be provided to the party or parties against whom the claim is made in advance of any request for arbitration.

(d) Amendment. Notwithstanding any provisions in this Declaration to the contrary, this Section 14.9 shall not be amended without the prior written consent of the Declarant.

14.10 Waiver of Trial to a Jury or Trial to a Judge. BY ACCEPTING A DEED TO ANY LOT, EACH OWNER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY A JURY OR TO A JUDGE WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY THEM AGAINST DECLARANT OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS DECLARATION OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO, OR ANY CLAIM ARISING OUT OF ALLEGATIONS OF DEFECTIVE CONSTRUCTION.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first written above.

DECLARANT:

MAYBERRY COMMUNITIES, LLC
a Colorado Limited Liability Company

By: John Mick
Its: Chief Operating Officer

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 12 day of August, 2022, by, John Mick, as COO of Mayberry Communities LLC., a Colorado Limited Liability Company.

Witness my hand and official seal.
My Commission Expires: June 23, 2026

CODY BURGHARDT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20224024594
MY COMMISSION EXPIRES JUN 23, 2026

Cody Burghardt
Notary Public

Mayberry

"A MASTER PLANNED COMMUNITY" COLORADO SPRINGS, COLORADO

EXHIBIT A
TO MASTER DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR MAYBERRY

Legal Description of the Property

LEGAL DESCRIPTION – MAYBERRY METROPOLITAN DISTRICT NO. 3 (INCLUSION MAP):

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER (W1/2 NE1/4) AND IN THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL BEARINGS USED HEREIN ARE ASSUMED TO BEAR S89°44'49"E, A DISTANCE OF 2606.55 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 14, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6th P.M., AS MONUMENTED BY A REBAR AND 3-1/2" ALUMINUM CAP STAMPED "U.P.&E. PLS 116_4 1999", AND THE NORTH ONE-QUARTER CORNER OF SAID SECTION 14, AS MONUMENTED BY A REBAR AND 2" ALUMINUM CAP IN A RANGE BOX STAMPED "U.P.&E. PLS 11624 1999";

BEGINNING AT THE NORTHEAST CORNER OF TRACT K, AS SHOWN ON THE PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1, AS RECORDED UNDER RECEPTION NO. 220714655 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT B, OF SAID PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1 AND A POINT ON THE SOUTHERLY LINE OF THAT CDOT RIGHT-OF-WAY DESCRIBED AS TRACT NO. 1, AS RECORDED UNDER RECEPTION NO. 220211233 OF SAID COUNTY RECORDS;

THENCE S89°28'59"E ALONG THAT LINE COMMON TO SAID TRACT B AND SAID CDOT RIGHT-OF-WAY TRACT NO. 1, A DISTANCE OF 1669.13 FEET TO THE SOUTHEAST CORNER OF SAID CDOT RIGHT-OF-WAY TRACT NO. 1, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 5527 AT PAGE 376 OF SAID COUNTY RECORDS;

THENCE ALONG THAT LINE COMMON TO SAID TRACT AND SAID MAYBERRY, COLORADO SPRINGS FILING NO. 1 THE FOLLOWING TWO (2) COURSES;

1.) THENCE S00°14'20"E, A DISTANCE OF 107.84 FEET;

2.) THENCE S89°44'49"E, A DISTANCE OF 115.71 FEET;

THENCE S00°20'22"W, A DISTANCE OF 134.72 FEET;

THENCE ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45°39'07", AN ARC LENGTH OF 55.77 FEET (THE LONG CHORD OF WHICH BEARS S07°22'22"W, A LONG CHORD DISTANCE OF 54.31 FEET);

THENCE S00°00'00"E, A DISTANCE OF 139.07 FEET;

THENCE S89°28'59"E, A DISTANCE OF 764.80 FEET TO AN ANGLE POINT ON THE SOUTHERLY LINE OF TRACT A, MAYBERRY, COLORADO SPRINGS FILING NO. 2, AS RECORDED UNDER RECEPTION NO. 221714698 OF SAID COUNTY RECORDS;

THENCE N00°00'00"E ALONG THE SOUTHERLY LINE OF SAID TRACT A, A DISTANCE OF 10.73 FEET TO AN ANGLE POINT ON SAID SOUTHERLY LINE;

THENCE S89°28'59"E CONTINUING ALONG SAID SOUTHERLY LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 722.91 FEET TO A POINT ON THE EASTERLY LINE OF TRACT D, OF SAID MAYBERRY, COLORADO SPRINGS FILING NO. 2;

THENCE S00°21'12"E ALONG SAID EASTERLY LINE, A DISTANCE OF 648.81 FEET;

THENCE N89°29'00"W, A DISTANCE OF 115.01 FEET;

THENCE S00°00'00"E, A DISTANCE OF 605.18 FEET;

THENCE N89°29'00"W, A DISTANCE OF 280.01 FEET;

THENCE S00°00'00"E, A DISTANCE OF 609.87 FEET;

THENCE N89°29'00"W, A DISTANCE OF 592.74 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 380.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47°20'33", AN ARC LENGTH OF 313.99 FEET (THE LONG CHORD OF WHICH BEARS N65°48'43"W, A LONG CHORD DISTANCE OF 305.13 FEET) TO A POINT OF TANGENCY;

THENCE N42°08'27"W, A DISTANCE OF 295.49 FEET;

THENCE S47°51'33"W, A DISTANCE OF 194.61 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 520.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 46°47'25", AN ARC LENGTH OF 424.65 FEET (THE LONG CHORD OF WHICH BEARS S24°27'51"W, A LONG CHORD DISTANCE OF 412.95 FEET) TO A POINT 100.00 FEET NORTH OF AND PERPENDICULAR TO THE EAST-WEST CENTERLINE OF SAID SECTION 14;

THENCE N89°35'53"W ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL TO SAID EAST-WEST CENTERLINE, A DISTANCE OF 2030.99 FEET;

THENCE ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 34°40'50", AN ARC LENGTH OF 75.66 FEET (THE LONG CHORD OF WHICH BEARS N50°06'01"W, A LONG CHORD DISTANCE OF 74.51 FEET) TO A POINT 50.00 FEET WEST OF AND PERPENDICULAR TO THAT LINE COMMON TO SAID SECTION 14 AND SAID SECTION 15;

THENCE N00°01'08"E ALONG A LINE 50.00 FEET EAST OF AND PARALLEL TO SAID COMMON LINE, A DISTANCE OF 881.65 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 365.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°47'35", AN ARC LENGTH OF 132.46 FEET (THE LONG CHORD OF WHICH BEARS N10°24'56"E, A LONG CHORD DISTANCE OF 131.74 FEET) TO A POINT OF TANGENCY;

THENCE N20°48'44"E, A DISTANCE OF 149.50 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 435.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20°48'46", AN ARC LENGTH OF 158.01 FEET (THE LONG CHORD OF WHICH BEARS N10°24'21"E, A LONG CHORD DISTANCE OF 157.15 FEET) TO A POINT OF TANGENCY;

THENCE N00°00'00"E, A DISTANCE OF 12.84 FEET;

THENCE N45°15'30"E, A DISTANCE OF 30.97 FEET;

THENCE N00°00'21"E, A DISTANCE OF 100.00 FEET TO AN ANGLE POINT ON THE SOUTHWESTERLY LINE OF TRACT O, AS SHOWN ON SAID PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1;

THENCE ALONG THE WESTERLY LINES OF SAID TRACT O THE FOLLOWING THREE (3) COURSES;

1.) THENCE N44°44'30"W, A DISTANCE OF 31.25 FEET;

2.) THENCE N00°00'11"W, A DISTANCE OF 201.01 FEET;

3.) THENCE N45°15'31"E, A DISTANCE OF 30.97 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT O, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF VILLAGE MAIN STREET, AS SHOWN ON SAID PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1;

THENCE S89°28'59"E ALONG THAT LINE COMMON TO SAID TRACT O, SAID VILLAGE MAIN STREET AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 470.42 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF MARKETPLACE DRIVE, AS SHOWN ON SAID PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1;

THENCE ALONG SAID SOUTHERLY EXTENSION, SAID WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF SAID TRACT K THE FOLLOWING TWO (2) COURSES;

1.) THENCE N00°00'00"E, A DISTANCE OF 444.75 FEET;

2.) THENCE N44°44'29"W, A DISTANCE OF 31.25 FEET TO AN ANGLE POINT ON THE EASTERLY LINE OF SAID TRACT K, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF CATTLEMEN RUN AS SHOWN ON SAID PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1;

THENCE ALONG THAT LINE COMMON TO SAID EASTERLY LINE AND SAID CATTLEMEN RUN THE FOLLOWING TWO (2) COURSES;

1.) THENCE N00°00'00"E, A DISTANCE OF 60.00 FEET;

2.) THENCE S89°28'59"E, A DISTANCE OF 20.79 FEET TO AN ANGLE POINT ON THE EASTERLY LINE OF SAID TRACT K, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, ON SAID PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1;

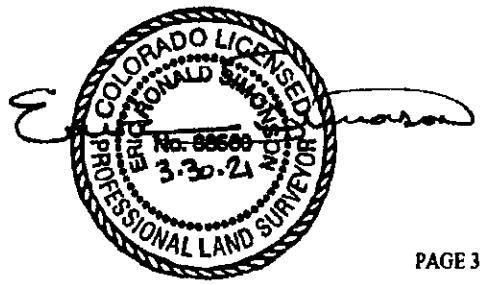
THENCE N00°31'01"E ALONG THAT LINE COMMON TO SAID TRACT K, SAID LOT 1 AND SAID TRACT B, A DISTANCE OF 201.27 FEET TO THE POINT OF BEGINNING (175.21 ACRES, MORE OR LESS).

EXCEPTING THEREFROM ALL OF TRACT M (EXCLUDING THE NORTHERLY STEM LYING TO THE WEST OF AND ADJACENT TO TRACT P), AS SHOWN ON SAID PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1 (16.98 ACRES, MORE OR LESS);

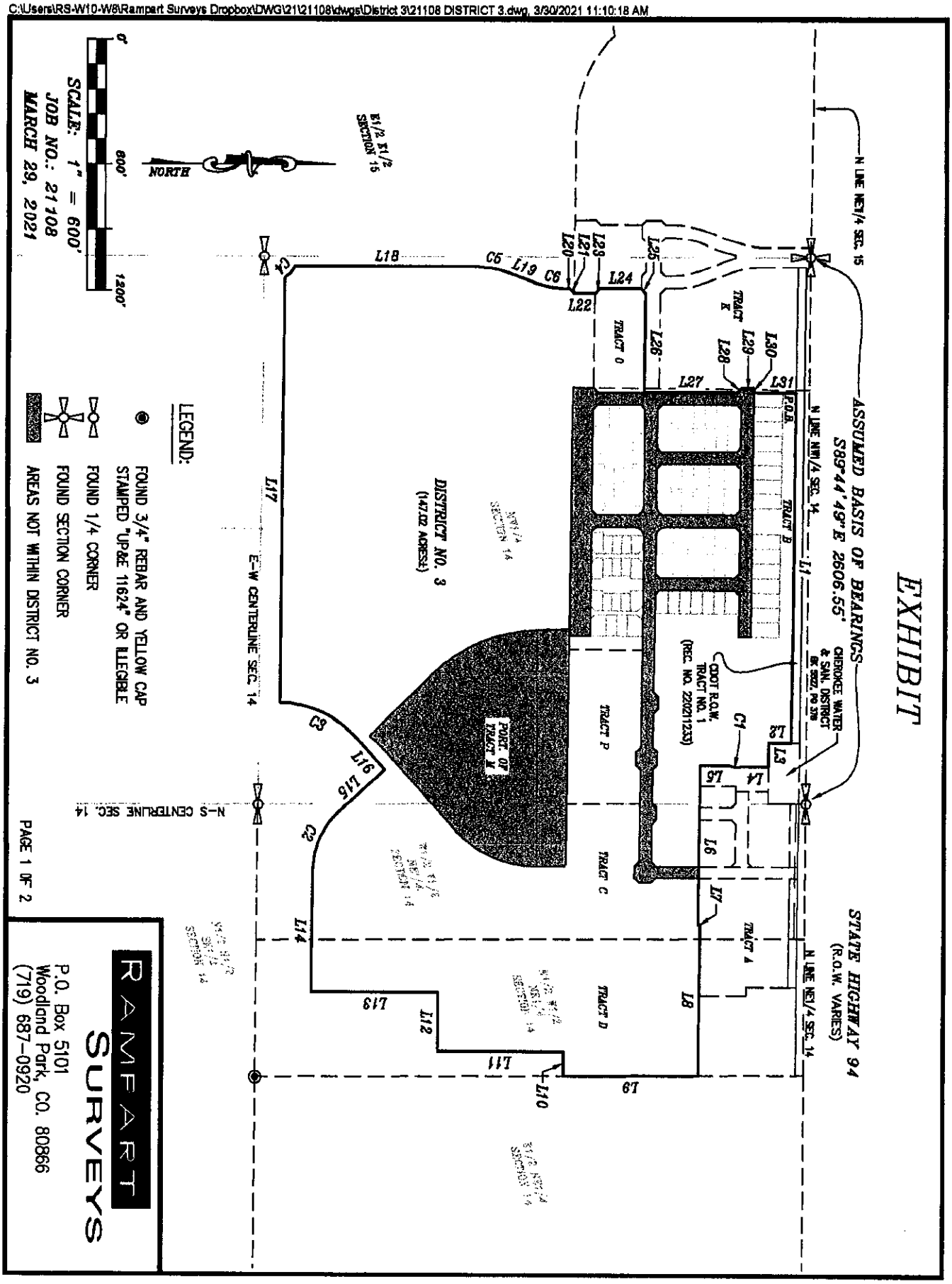
AND FURTHER EXCEPTING THEREFROM ALL OF THE DEDICATED STREET RIGHT-OF-WAYS LYING WITHIN THE AFOREMENTIONED BOUNDARIES OF SAID DISTRICT 3 (11.21 ACRES, MORE OR LESS);

SAID DISTRICT NO. 3 CONTAINS 147.02 ACRES OF LAND, MORE OR LESS.

PREPARED BY:
ERIC SIMONSON, COLORADO P.L.S. NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, COLORADO 80866
(719) 687-0920



R:\RAMPART\Legals\2021\21108\21108 Mayberry Metro District No. 3 Inclusion Map.docx


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EXHIBIT
SCALE: 1" = 600'
JOB NO.: 21108
MARCH 29, 2021
0'
600'
1200'
NORTH
E1/2 E1/2 SECTION 15
N LINE NE1/4 SEC. 15
ASSUMED BASIS OF BEARINGS
S89°44'49"E 2606.55'
STATE HIGHWAY 94
(R.O.W. VARIES)
N LINE NE1/4 SEC. 14
N LINE NW1/4 SEC. 14
E-W CENTERLINE SEC. 14
N-S CENTERLINE SEC. 14
DISTRICT NO. 3
(147.02 ACRES)
TRACT 0
TRACT K
TRACT B
TRACT P
TRACT C
TRACT D
TRACT A
PORT. OF TRACT K
P.O.B.
CDOT R.O.W. TRACT NO. 1 (REC. NO. 2202112333)
CHEROKEE WATER & SAN. DISTRICT BK 5222, PG 378
L1
L2
L3
L4
L5
L6
L7
L8
L10
L11
L12
L13
L14
L16
L17
L18
L19
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L29
L30
L31
C1
C2
C3
C5
C6
LEGEND:
FOUND 3/4" REBAR AND YELLOW CAP STAMPED "UP&E 11624" OR ILLEGIBLE
FOUND 1/4 CORNER
FOUND SECTION CORNER
AREAS NOT WITHIN DISTRICT NO. 3
PAGE 1 OF 2
RAMPART SURVEYS
P.O. Box 5101
Woodland Park, CO. 80866
(719) 687-0920

EXHIBIT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°28'59"E	1669.13'
L2	S00°14'20"E	107.84'
L3	S89°44'49"E	115.71'
L4	S00°20'22"W	134.72'
L5	S00°00'00"E	139.07'
L6	S89°28'59"E	764.80'
L7	N00°00'00"E	10.73'
L8	S89°28'59"E	722.91'
L9	S00°21'12"E	648.81'
L10	N89°29'00"W	115.01'
L11	S00°00'00"E	605.18'
L12	N89°29'00"W	280.01'
L13	S00°00'00"E	609.87'
L14	N89°29'00"W	592.74'
L15	N42°08'27"W	295.49'
L16	S47°51'33"W	194.61'

LINE TABLE		
LINE #	BEARING	DISTANCE
L17	N89°35'53"W	2030.99'
L18	N00°01'08"E	881.65'
L19	N20°48'44"E	149.50'
L20	N00°00'00"E	12.84'
L21	N45°15'30"E	30.97'
L22	N00°00'21"E	100.00'
L23	N44°44'30"W	31.25'
L24	N00°00'11"W	201.01'
L25	N45°15'31"E	30.97'
L26	S89°28'59"E	470.42'
L27	N00°00'00"E	444.75'
L28	N44°44'29"W	31.25'
L29	N00°00'00"E	60.00'
L30	S89°28'59"E	20.79'
L31	N00°31'01"E	201.27'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	55.77'	70.00'	45°39'07"	S07°22'22"W	54.31'
C2	313.99'	380.00'	47°20'33"	N65°48'43"W	305.13'
C3	424.65'	520.00'	46°47'25"	S24°27'51"W	412.95'
C4	75.66'	125.00'	34°40'50"	N50°06'01"W	74.51'
C5	132.46'	385.00'	20°47'35"	N10°24'56"E	131.74'
C6	158.01'	435.00'	20°48'46"	N10°24'21"E	157.15'

RAMPART SURVEYS
P.O. Box 5101
Woodland Park, CO. 80866
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